

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

INVESTMENT PROPERTY REALTY GROUP, LLC,

Plaintiff,

v.

BLOCK REAL ESTATE GROUP LLC, SEAN
MASHIHI, GABRIEL KATES, DANIEL SHAWAH,
and SERGE SARKISIAN

Defendants.

Case No.: 1:22-cv-08943-GHW-VF

**AFFIDAVIT OF RYAN O. MILLER
IN SUPPORT OF KISHNER
MILLER HIMES P.C.'S ORDER TO
SHOW CAUSE TO WITHDRAW AS
COUNSEL FOR DEFENDANT
SERGE SARKISIAN**

RYAN O. MILLER, ESQ. states, under penalties of perjury, as follows:

1. I am an attorney admitted in the State of New York and the United States District Court for the Southern District of the State of New York and a partner of Kishner Miller Himes, P.C. ("KMH"), attorneys of record for Defendant Serge Sarkisian. ("Sarkisian").

2. I have personal knowledge of the following facts and submit this affidavit in support of KMH's Order to Show Cause for leave to withdraw as counsel for Sarkisian.

3. KMH was retained in October 2022 to represent Sarkisian in the above-captioned matter ("Action").

4. Pursuant to the retainer agreement ("Retainer Agreement") between KMH and Sarkisian, KMH issued invoices to Sarkisian for services and costs. Payment on the invoices is due upon receipt.

5. Prior to KMH's retention, the Court entered an order which, among other things, set forth an expedited discovery schedule and scheduled a hearing on Plaintiff's request for injunctive relief against the Defendants, including Sarkisian. *See* ECF Dkt. 19.

6. Subsequent to KMH's retention, KMH performed substantial services and incurred costs for Sarkisian. In accordance with KMH's Retainer Agreement, KMH issued invoices to Sarkisian. Sarkisian has not paid KMH's invoices. Further, Sarkisian has indicated he cannot pay for the services and costs already performed. Despite attempts by KMH, KMH is unable to reach consensus on an agreement with Sarkisian about payment of the outstanding legal fees and expenses already incurred as well as future services and costs to be incurred by KMH in this Action

7. Beyond Sarkisian's failure to pay KMH's invoices, there is an internal breakdown of communications with Sarkisian regarding strategic decisions, thereby impacting KMH's ability to continue its representation of Sarkisian. This impasse is preventing KMH from establishing a plan in the best interest of Sarkisian on the handling of the Action.

8. Continued representation is impractical based upon an inability to reach an arrangement on what legal actions need to be taken to properly advocate and defend Sarkisian, in a manner KMH deems appropriate and prudent under the circumstances and in the best interest of Sarkisian.

9. KMH has acted in good faith, and diligently litigated the Action since KMH's retention by Sarkisian. Despite KMH's best efforts, at this juncture, there remains material disagreements between KMH and Sarkisian as outlined above, thereby making continued representation of Sarkisian impractical.

10. Should this Court require further information regarding KMH's application to withdraw as attorneys of record, I respectfully request that an in-camera proceeding be held as there is information which cannot be disclosed in this affidavit as a consequence of the attorney-client privilege.

11. Further, the time is ripe for KMH to withdraw as counsel. Discovery has just begun, issue has not yet been joined, fact discovery continues until April 2023, and no trial date has been set.

12. KMH hereby asserts and preserves all applicable retaining liens and charging liens under New York law as against Sarkisian.

13. Accordingly, KMH requests that it be relieved as counsel of record for Defendant Serge Sarkisian.

Dated: New York, New York
December 13, 2022



RYAN B. MILLER

Sworn to before me this
13th day of December 2022



Notary Public

Scott Eric Koop
Notary Public, State of New York
Reg. No. 02K06218021
Qualified in Suffolk County
Commission Expires 02/22/2026